

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-2486-07/VFT - Roof Replacement at the Seminole County Services Building

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Award CC-2486-07/VFT - Roof Replacement at the Seminole County Services Building to Bonner Roofing & Sheet Metal Company, Sanford, FL, in the amount of \$989,469.00 for all labor, materials, equipment, transportation, coordination and incidentals necessary for roof replacement at the Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771.

County-wide

Ray Hooper

BACKGROUND:

CC-2486-07/VFT will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for roof replacement at the Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771.

The project was publicly advertised and the County received eleven (11) responses. The Review Committee consisting of Rafael Fernandez, Project Manager, Fleet and Facilities; Scott Werley, Construction Manager, Fleet and Facilities; Chuck Lawson, Principal Coordinator, Fleet and Facilities; Bill Johnson, Project Manager, Fleet and Facilities; and Al Mitchell, Project Coordinator, Fleet and Facilities, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Bonner Roofing & Sheet Metal Company, in the amount of \$989,469.00. The completion time for this project is 210 days for substantial completion and 30 days to final, for a total agreement time of 240 calendar days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds will be available in account line 010560.560650 (Facilities Management/Construction in Progress); CIP No. 00236601 (Cty Services Bldg – Roof Repl.).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2486-07/VFT - Roof Replacement at the Seminole County Services Building to Bonner Roofing & Sheet Metal Company, Sanford, FL, in the amount of \$989,469.00 for all labor, materials, equipment, transportation, coordination and incidentals necessary for roof replacement at the Seminole County Services Building,

1101 E. First Street, Sanford, Florida 32771.

ATTACHMENTS:

1. CC-2486-07/VFT Agenda Backup
2. CC-2486-07/VFT Award Agreement to Bonner Roofing & Sheet Metal Company

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-2486-07/VFT
 PROJECT TITLE: Roof Replacement at the Seminole
 County Services Building
 OPENING DATE: January 16, 2008, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 3

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Bonner Roofing & Sheet Metal Company 2502 W. 1 st Street Sanford, FL 32771 James Fred Bonner, Jr. (407) 321-9333 – Phone (407) 321-0093 – Fax	Advanced Roofing, Inc. 1950 NW 22 nd Street Ft. Lauderdale, FL 33311 Robert P. Kornahrens (954) 522-6868 – Phone (407) 322-0010 – Fax	Sun Sky Roofing, LLC 3885 41 st Street Vero Beach, FL 32967 William Lasky, Jr. (772) 567-7663 – Phone (722) 770-0560 – Fax	CEI Florida, LLC 909 A S US Hwy. 17-92 DeBary, FL 32713 George J. Cook (386) 668-8950 – Phone (386) 668-8980 – Fax
BASE BID	\$989,469.00	\$1,115,000.00	\$1,151,998.00	\$1,163,800.00
Acknowledgement of addenda	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Nonsegregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

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ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	Weiss & Woolrich Southern Enterprises, Inc. 1431 SW 30 th Avenue Deerfield Beach, FL 33442 Henry B. Gembala (954) 419-9339 – Phone (954) 419-9337 – Fax	National Roofing of South Florida, Inc. 4491 NE 6 th Terrace Ft. Lauderdale, FL 33334 Michael Barnaba (954) 489-7743 – Phone (954) 489-7748 – Fax	Quality Roofing of Florida, Inc. 6515 N. 50 th Street Tampa, FL 33610 Richard C. Jenkins (813) 626-1756 – Phone (813) 620-4797 – Fax	Bel-Mac Roofing, Inc. 1996 South US 1 Hwy. Rockledge, FL 32955 William E. Bell, Jr. (321) 639-5940 – Phone (321) 639-5944 – Fax
BASE BID	\$1,237,000.00	\$1,267,159.00	\$1,327,000.00	\$1,337,830.00
Acknowledgement of addenda	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Nonsegregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

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PAGE: 3 of 3

ITEM DESCRIPTION	Response #9	Response #10	Response #11
	Young Roofing of Central Florida 216 S. Norton Avenue Orlando, FL 32805 Walter O. Hatfield (407) 426-0400 – Phone (407) 426-0424 – Fax	ACME Roofing & Sheet Metal Company, Inc. 37 Banner Street Dothan, AL 36303 John L. Miller (334) 983-3577 – Phone (334) 983-6321 – Fax	R.F. Lusa & Sons Sheetmetal, Inc. 1724 Fairbanks Street Jacksonville, FL 33802 Joseph Eugene Lusa (863) 682-0798 – Phone (863) 688-2172 – Fax
BASE BID	\$1,362,400.00	\$1,402,700.00	\$1,564,205.00
Acknowledgement of addenda	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certification of Nonsegregated Facilities Form	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes
W-9	Yes	Yes	Yes
References	Yes	Yes	Yes

Opened by Vagillia F. Taylor on 1/16/08 2:00 p.m. Eastern
 Tabulated and Posted by Robert L. Hunter on 1/18/08 at 5:30 p.m. Eastern


Recommendation of Award of Base Bid: **Bonner Roofing & Sheet Metal Company**
 (January 28, 2006 at 9:35 a.m. Eastern)

BCC Agenda Date: February 26, 2008

**CONSTRUCTION SERVICES AGREEMENT
ROOF REPLACEMENT - COUNTY SERVICES BUILDING
(CC-2486-07/VFT)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **BONNER ROOFING & SHEET METAL COMPANY**, duly authorized to conduct business in the State of Florida, whose address is 2502 W. First Street, Sanford, Florida 32771, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified in the Contract Documents  Solicitation Package, and all addenda thereto. The Work is generally described as "Roof Replacement - County Services Building".

The Project for which the Work under the Contract Documents is a part is generally described as "Roof Replacement - County Services Building".


SECTION 2. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred ten (210) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work

shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility  coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 3. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is NINE HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$989,469.00) subject only to increases or decreases made in

strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract

Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 4. PAYMENT PROCEDURES.

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.


(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 5. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.


(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 8 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind  schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 8 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 6. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied  carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are

adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.


(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace,


and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be Dan Sinay, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price.  CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a

complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.


(1) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements.  CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 7. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit A;
- (3) American with Disabilities Act Affidavit, attached hereto as Exhibit B;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:


- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders; 
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 7. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 8. LIQUIDATED DAMAGES.


(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in  accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the public and COUNTY operations, including costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally

Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.


SECTION 9. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall  have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 10. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 11. NOTICES.  Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:


Administrative Services
Facilities Maintenance Division
200 W. County Home Road
Sanford, FL 32773

For CONTRACTOR:

Bonner Roofing & Sheet Metal Company
2502 W. First Street
Sanford, FL 32771

SECTION 12. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of  CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 13. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents

related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.



(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

BONNER ROOFING & SHEET METAL COMPANY

Witness

Print Name

Witness

Print Name

By: _____

JAMES FRED BONNER, JR.

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____

BRENDA CAREY, Chairman



Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

Exhibit A - Bid Form

Exhibit B - Americans with Disabilities Act Affidavit

AEC/lpk/sjs

2/5/08, 2/8/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-2486.doc

"EXHIBIT A"

BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: **Roof Replacement at the Seminole County Services Building**

COUNTY CONTRACT NO. **CC-2486-07/VFT**

Name of Bidder: Bonner Roofing & Sheet Metal Company

Mailing Address: 2502 West 1st Street, Sanford, FL 32771

Street Address: 2502 West 1st Street

City/State/Zip: Sanford, FL 32771

Phone Number: (407) 321-9333

FAX Number: (407) 321-0093

Contractor License Number: CC-C058158 CG-C058633

E-Mail Address: connie@bonnerfl.com

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 4, on file at the Purchasing Division for the Total Base Bid (Contract Price) hereinafter set forth. The award of the project will be made based on the Total Base Bid. In addition, if funds are available, the County reserves the right to award any or all of the Alternates and/or Unit Prices.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Supplemental Conditions.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere

in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Base Bid herein as follows:

TOTAL AMOUNT OF BASE BID: NINE HUNDRED EIGHTY NINE THOUSAND

FOUR HUNDRED SIXTY NINE DOLLARS AND .00 CENTS

(IN WORDS)

BASE BID = \$ 989,469.00

Refer to Specification Section 01030 – Alternates for detailed description of the below Alternates, (circle Add or Deduct below to indicate effect of each Alternate on Total Base Bid).

- A. **Alternate A:** Florida Power and Light's Reflective Roof Incentive Program. In lieu of specified white granular surfaced cap sheet, provide manufacturer's equivalent cap sheet with factory applied coating which meets or exceeds FP&L's Reflective Roof Incentive Program requirements on all roof areas. Include FP&L rebate to Owner in Alternate amount. See requirements in Section 01030 – Alternates. (Add/Deduct from Total Amount of Bid)

ADD FIFTY SIX THOUSAND DOLLARS AND ZERO CENTS \$ +56,000.00

- B. **Alternate B:** In lieu of specified 3 ply SBS modified bitumen system, provide 2 ply SBS modified bitumen system as specified in Section 01030 – Alternates. (Add/Deduct from Total Amount of Bid)

DEDUCT FIFTY FOUR THOUSAND DOLLARS AND ZERO CENTS \$ -54,000.00

- C. **Alternate C:** In lieu of specified stainless steel edge metal, provide 0.040" and 0.050 aluminum edge metal as specified in Section 01030 – Alternates. (Add/Deduct from Total Amount of Bid)

DEDUCT SEVEN THOUSAND DOLLARS AND ZERO CENTS \$ -7,000.00

- D. **Alternate D:** In lieu of the specified 210 days required for substantial completion, provide an alternate time period for completion and resultant cost savings. (**Deduct** from Total Amount of Bid)

Time of Completion: _____ calendar days

ZERO CHANGE \$ 0.00

- E. **Alternate E:** Florida Power and Light's Reflective Roof Incentive Program. In lieu of specified 3 ply SBS modified bitumen system, provide 2 ply APP modified bitumen system with a factory applied high reflectance surfacing as specified in Section 01030 – Alternates. Include FP&L rebate to Owner in Alternate amount. (Add/Deduct from Total Amount of Bid).

DEDUCT TWENTY FOUR THOUSAND DOLLARS AND ZERO CENTS \$-24,000.00

- F. **Alternate F:** Florida Power and Light's Reflective Roof Incentive Program. In lieu of specified white granular surfaced cap sheet, provide manufacturer's equivalent cap sheet with factory applied finish surface laminate which meets or exceeds FP&L's Reflective Roof Incentive Program requirements on all roof areas. Include FP&L rebate to Owner in Alternate amount. See requirements in Section 01030 – Alternates. (Add/Deduct from Total Amount of Bid)

ZERO CHANGE \$ 0.00

- G. **Alternate G:** Florida Power and Light's Reflective Roof Incentive Program. Upon completion of the roof membrane system, field apply a manufacturer approved, high reflectance, elastomeric coating over the granule surfaced roof membrane and flashing system, which meets or exceeds the requirements for Florida Power & Light's Reflective Roof Incentive program on all roof areas. Include FP&L rebate to Owner in Alternate amount. See requirements in Section 01030 – Alternates. (Add/Deduct from Total Amount of Bid)

ADD FIFTY SIX THOUSAND DOLLARS AND ZERO CENTS \$+56,000.00

AMOUNT OF TOTAL BASE BID (Sum of Base Bid, and Alternates A – G): _____

ONE MILLION SIXTEEN THOUSAND FOUR HUNDRED SIXTY NINE DOLLARS .00
(IN WORDS)

TOTAL BASE BID = \$ 1,016,469.00

UNIT PRICES: (Not Included in Amount of Base Bid). Refer to Specification Section 01026 – Unit Prices for detailed description of Unit Prices. The County reserves the right to incorporate these unit prices and the associated allowances into the contract at any point in time during the execution of the work.

Unit Price 1: Cost per linear to replace any existing damaged or deteriorated **2x4** pressure treated wood nailers. Base Bid to include an allowance of 1000 linear feet.

TWO DOLLARS AND ZERO CENTS (\$ 2.00)

Unit Price 2: Cost per linear to replace any existing damaged or deteriorated **2x6** pressure treated wood nailers. Base Bid to include an allowance of 1000 linear feet.

TWO DOLLARS AND TWENTY FIVE CENTS (\$ 2.25)

Unit Price 3: Cost per square foot to remove and replace existing deteriorated **cementitious decking.** Base Bid to include an allowance of 150 square feet.

THREE DOLLARS AND ZERO CENTS (\$ 3.00)

Unit Price 4: Cost per square foot to remove and replace existing deteriorated **lightweight insulating concrete (LWIC)** decking. Base Bid to include an allowance of 20 cubic feet.

SIXTEEN DOLLARS AND ZERO CENTS (\$ 16.00)

Unit Price 5: Cost per square foot to remove and replace existing damaged or deteriorated **metal decking**. Match depth, profile and gage of existing decking. Base Bid to include an allowance of 300 square feet.

FIVE DOLLARS AND ZERO CENTS (\$ 5.00)

Unit Price 6: Cost per square foot to remove and replace existing damaged, deteriorated or deformed **1x6 T & G wood planking or 3/4 inch plywood decking**. Base Bid to include an allowance of 200 square feet.

THREE DOLLARS AND ZERO CENTS (\$ 3.00)

Unit Price 7: Cost per square foot to remove and replace existing damaged or deteriorated "lay-in" suspended **acoustic ceiling tile**. Base Bid to include an allowance of 500 square feet.

FOUR DOLLARS AND ZERO CENTS (\$ 4.00)

Unit Price 8: Cost per linear foot to provide manufacturer approved 36" wide **protective walkpads** for rooftop maintenance traffic. Base Bid to include an allowance of 500 linear feet.

FIVE DOLLARS AND ZERO CENTS (\$ 5.00)

Bidder Acknowledgements:

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.
3. The bidder acknowledges that the Total Amount of Base Bid stated above also includes a manufacturer's Twenty (20) year total roof system warranty inclusive of roofing materials, all included products and accessories, including all metal flashings, from roof deck to finish membrane, whether supplied by the membrane manufacturer or others. (Refer to Manufacturer's Notice of Intent to Issue Roof Warranty – Specification Section 07536)

Review Criteria:

1. Time in Operation – Evidence of an established company. Request evidence that the contractor has worked, at minimum, in the Central Florida Area for the past three (3) years. This can be demonstrated through a copy of Articles of Incorporation or business license.
2. Financial Stability – Please provide a Balance Sheet or Statement of Financial Position (Max. 2 pages) for the previous annual reporting period (12 months). For information concerning Public Record Exemptions, please see Section 900, Supplementary Conditions.
3. Experience in roof construction/replacement – Please provide a minimum of three (3) addresses where construction was completed in the recent past (Form 00160). If possible, include pictures of sites. (Max. 5 pages)
4. Statement of Approach to Work, including staging the work, explanation of transport and removal of materials and/or debris to and from roof, and description of safety measures (Safety Plan).

*Please indicate through a statement that your firm will be able to secure bonding based on the amount of your bid.

*Pre-award meeting may be requested to discuss project and the recommended awardees' approach to work. Individual attending this pre-award meeting may be required to submit a Schedule of Values for the project.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00160 - Bidder Information Forms
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00630 - Americans with Disabilities Act Form

Additional Documents to be included:

Drug-Free Workplace Form
Bid Bond / Bid Security
Financial Statements

Public Entity Crimes Form
W-9
References

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 16 day of January, 2008.

Bonner Roofing & Sheet Metal
(Name of BIDDER)


(Signature of person signing this BID FORM)

Gregory F. Bonner VP
(Printed name of person signing this BID FORM)

Vice President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidders Bond (insert the word(s)
"cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an
amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

"EXHIBIT B"

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Bonner Roofing & Sheet Metal Co.

Signature: _____

Printed Name: Gregory F. Bonner

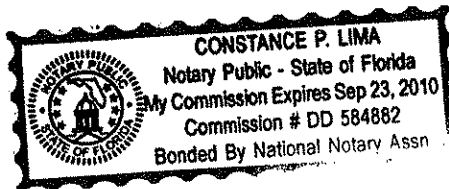
Title: Vice President

Date: January 16, 2008

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 16 day of January, 2008, by Gregory F. Bonner of Bonner Roofing & Sheet Metal Co. firm), on behalf of the firm. He/She is personally known to me or has produced N/A identification.



Print Name Constance P. Lima
Notary Public in and for the County
and State Aforementioned

My commission expires: 9/23/10